

**NOTICE OF SOLICITATION
UNIFORM INSTRUCTIONS FOR BIDDERS
CITY OF BISBEE**

ENGINEERING SERVICES

1. Introduction

The City of Bisbee is seeking sealed bids (“Bids”) in the manner specified herein from qualified Engineers capable of providing the following services:

The City of Bisbee is accepting sealed bids (“Statement of Qualifications”) for on call Engineering; structural, mechanical, environmental, highway and civil.

2. SCHEDULE OF EVENTS

Submittal Due Date: August 25th, 2022
3:00 p.m. (Arizona, MST)

Submittal Location: City Clerk, City of Bisbee
76 Erie St
Bisbee, AZ 85603

Inquiries may be directed to: City of Bisbee Public Works
76 Erie St
Bisbee, AZ 85603
Attn: Matthew Gurney
(520) 432-6001

3. Nature of the Purchase

The specifications and descriptions of the work and/or materials required are described in the attached “Specifications, Scope of Work or Requirements” that accompanies this Notice.

4. Preparation of Bid

4.1 It is the responsibility of the Engineer to examine the entirety of this Notice of Solicitation and to seek clarification of any requirement that may not be clear. This Notice of Solicitation includes the City of Bisbee’s standard Purchase Contract, which the successful bidder will be required to execute.

4.2 The City will not reimburse any costs incurred in developing, presenting or providing the Bid. All materials and documents submitted in response become the property of the City and will not be returned.

4.3 All Bids submitted to the city become a public record. If the Engineer believes that any information included in a Bid should remain confidential, the Engineer must specifically identify that information and its reasons. In the event of any public request for this information, the city will use its best reasonable efforts to provide the Engineer with notice of this request and an opportunity to obtain a court order, at the Engineer's sole expense, protecting this information from release prior to making it available.

4.4 The specifications included in this Notice of Solicitation are the minimum level required. All Bids submitted must be for services that meet or exceed the minimum level of all such specifications.

4.5 Prices shall be submitted with the statement of qualifications as an annual amount.

4.6 Any exceptions that are included with the Bid shall be submitted in a clearly identified separate statement by which the Vendor specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the Vendor's standard terms will not be considered to be a specific statement of exception.

5. Submission of the Bid

5.1 **Three copies** of the Sealed Bids "Statement of Qualifications" must be in the actual possession of the City Clerk on or prior to the exact time and date indicated in the Schedule of Events. Late Bids will not be considered.

5.2 Sealed Bids must be submitted in a sealed envelope or container with the following information clearly indicated on the outside:

- a. Name of the Solicitation, as indicated by the City.
- b. Name and address of the Engineer

5.3 Bids shall be submitted in writing, by a paper document that is printed, typed or in ink. Bids submitted directly to the City by electronic means, by facsimile, electronic mail, or otherwise, shall not be accepted. Any substitute for any document forms provided with this Notice of Solicitation must be legible and must contain the same information requested by any such form.

5.4 Bids may be withdrawn upon the submission of written, signed request submitted by the Engineer prior to the due date and time. Bids may not be amended or withdrawn after the due date and time.

6. Award of the Contract

6.1 The City reserves the right to waive any immaterial defect or informality in a Bid; to reject any or all Bids or portions thereof; to reissue this Notice of Solicitation; and to accept a Bid on a partial basis, if in the best interests of the City.

6.2 Unless otherwise stated, the Contract will be awarded to the lowest responsive, responsible bidder who has demonstrated the ability to perform as required. Factors that will be considered in making this award include technical capability of the Engineer, performance history, demonstrated availability of the necessary people and equipment, price and timeliness of the performance.

7. Certification

7.1 By signing and submitting a Bid, the Engineer certifies that the Bid did not involve any collusion or other anti-competitive practice; that the Engineer will not discriminate against any employee, applicant, or customer in violation of applicable state and federal law; and that the Engineer has not given, offered to give and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor or discount to any City employee or official in connection with the Bid.

7.2 The Engineer further certifies that the individual signing the Bid has the authority to make a binding legal commitment on behalf of the Vendor to perform and deliver everything that is required in connection with the Bid. Unless otherwise stated herein, the Bid shall be effective for a period of thirty (30) days.

BID

TO THE CITY OF BISBEE:

The undersigned hereby offers the following Bid and agrees to furnish the services requested in compliance with all of the terms, conditions, specifications, and other descriptions of the work associated with this Notice of Solicitation. The Engineer certifies that he or she has read, understands and will fully and faithfully comply with the Notice of Solicitation, its attachments and any referenced documents. The Engineer also certifies that the prices offered were independently developed without consultation with any of the other bids or potential bidders.

Authorized Signature

Date

Printed Name and Title

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number(s) _____

Company's Fax Number _____

Email Address _____

[ATTACH BID TO THIS PAGE]

**ACCEPTANCE OF BID
NOTICE OF AWARD**

The Bid is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of the Contract to the Engineer.

The Engineer is bound to provide services identified in the Bid, subject to all terms, conditions, specifications, amendments, and other requirements set forth in this Notice of Solicitation and the Contract.

The Vendor shall not commence any billable work or provide any services under this document until the Engineer and the City execute the Contract and the Engineer receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By _____

Date: _____

Its: _____

SERVICES, SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS

See following page.

The City of Bisbee is accepting sealed bids (“Statement of Qualifications”) for on call Engineering; structural, mechanical, environmental, highway and civil. The city will be looking for services such as, but not limited to, retaining walls, drainages, sewer systems, roadways, and buildings.



CITY OF BISBEE PUBLIC WORKS DEPARTMENT

Professional Services Agreement [Insert description of Services]

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 by and between CITY OF BISBEE, hereinafter referred to as the "City", and _____ hereinafter referred to as the "Consultant".

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Consultant shall provide all material, labor and transportation as described in Exhibit "A" Scope of Services.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration for the performance of the services described in Attachment "A" the City shall pay the Consultant [insert payment amount and terms, or refer to an Exhibit "B" Fee Schedule].

The city will pay the Consultant following the submission of itemized invoices(s) for the services and material rendered. No payment shall be issued prior to receipt of material or service and correct invoicing. Each invoice must bear written certification by an authorized City representative confirming the services and material for which payment is requested have been performed and received. The City agrees to pay all properly documented invoices, for accepted work and material within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery, mail or e-mail.

The designated recipients for such notices, invoices and payments are as follows:

Consultant: [insert name, address, tel. # and email]

City: City of Bisbee
[insert name, address, tel. # and email]

III. DURATION AND RENEWAL

The Consultant shall not commence any billable work or provide any material or services under this Agreement until Consultant receives a executed copy of the Professional Service Agreement and/or purchase order, or is otherwise directed to do so in writing by the City [Public Works Director or his designee]. The Consultant shall complete all work to the satisfaction of the City on or about [insert date] in accordance with the Scope of Services.

IV. TERMINATION

A. The City may cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or Consultant to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the City is received by the parties to this Agreement, unless the notice specifies a later time.

B. This Agreement may also be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving the thirty (30) days written notice to the Consultant. The city at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the City shall be liable only for payment under the payment provisions of this Agreement for services rendered and accepted material received by the City before the effective date of termination.

C. The City reserves the right to cancel the whole or any part of this Agreement due to failure of the Consultant to carry out any term, promise or condition of the Agreement. The City will issue a written ten (10) day notice of default to the Consultant for acting or failing to act any of the following, in the opinion of the City:

1. Consultant provides personnel who do not meet the requirements of the Agreement;
2. Consultant fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
3. Consultant attempts to impose on the city personnel, materials, products, or workmanship that is not of an acceptable quality;
4. Consultant fails to furnish the required service and/or product within the time stipulated in the Agreement;
5. Consultant fails to make progress in the performance of the requirements of the Agreement and/or gives the city a positive indication that consultant will not or cannot perform to the requirements of the Agreement.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Consultant must comply with all applicable federal, state, and local laws, ordinances, and regulations. Consultant shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant.

VI. INDEPENDENT CONSULTANT

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Consultant is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Consultant should make arrangements to directly pay such expenses, if any. The City will not provide any insurance coverage to the Consultant including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by the city and the Consultant.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify, and hold harmless the City of Bisbee, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, reasonable court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Consultant, or anyone for whose acts Consultant may be liable. The City of Bisbee reserves the right, but not the obligation, to participate in defense without relieving Consultant of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

X. INSURANCE

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products - Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written & Oral \$ 500,000
- Each Occurrence \$ 500,000

a. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$500,000

a. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments,

agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

a. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

- Each Claim \$ 500,000
- Annual Aggregate \$1,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

b. The policy shall cover professional misconduct of lack of ordinary skill for those positions defined in the Scope of Work of this contract.

c. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Bisbee is named as an additional insured, the City of Bisbee shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Contractor shall provide the City with certificates naming it as an additional insured.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Bisbee. Such notice shall be sent directly to the Bisbee City Public Works Department, 118 Arizona Street, Bisbee, Arizona 85603.

D. ACCEPTABILITY OF INSURANCE: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M.

Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Bisbee City Public Works Department, Bisbee, Arizona 85603. **The City project/contract number and project description shall be noted on the certificate of insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

XI. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or sub-agreement shall be made by the Consultant with any other party for furnishing any of the services herein contracted for without the advance written approval of the Public Works Department. All sub-consultants shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the sub-consultant were the Consultant referred to herein. The Consultant is responsible for Agreement performance whether or not sub-consultants are used.
- B. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the city.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the City and shall not be used by the Consultant or any other person except with the prior written permission of the City.
- D. This Agreement is subject to the provisions of A.R.S. § 38-511.
- E. The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE

Consultant hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Consultant shall further ensure that each sub-consultant who performs any work for the Consultant under this Agreement likewise complies with the State and Federal Immigration Laws.

The City shall have the right at any time to inspect the books and records of the Consultant and any sub-consultant in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Consultant's or any sub-consultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the Consultant to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub-consultant, and the sub-agreement is suspended or terminated as a result, the Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-agreement or retain a replacement sub-consultant, (subject to City approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Consultant shall advise each sub-consultant of the City's rights, and the sub-consultant's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

“The sub-consultant hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-consultant's employee and the requirements of A.R.S. § 23-214(A). The sub-consultant further agrees that the city may inspect the sub-consultant's books and records to insure that the sub-consultant is in compliance with these requirements. Any breach of this paragraph by the sub-consultant will be deemed to be a material breach of this Agreement subjecting the sub-consultant to penalties up to and including suspension or termination of this Agreement.”

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Consultant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Consultant shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the CITY and the CONSULTANT relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CONSULTANT:

APPROVED BY:

Printed Title and Name Date

Ken Budge Mayor Date

ATTEST:

APPROVED AS TO FORM:

Ashlee Coronado, City Clerk Date

Joe Estes, City Attorney Date

Exhibit "A" Scope of Services

The City of Bisbee is accepting sealed bids (“Statement of Qualifications”) for on call Engineering; structural, mechanical, environmental, highway and civil. The city will be looking for services such as, but not limited to, retaining walls, drainages, sewer systems, roadway’s, and buildings.